

DISTRICT OF COLUMBIA
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ALCOHOLIC BEVERAGE CONTROL BOARD
+ + + + +
MEETING

IN THE MATTER OF:

Chloe, LLC	
t/a The District	Fact-
2473 18th Street, NW	Finding
Retailer CR - ANC-1C	Hearing
License No. 92742	

(Request to Place License
in Safekeeping)

April 9, 2014

The Alcoholic Beverage Control Board met in the Alcoholic Beverage Control Hearing Room, Reeves Building, 2000 14th Street, N.W., Suite 400S, Washington, D.C. 20009, Chairperson Ruthanne Miller, presiding.

PRESENT:

RUTHANNE MILLER, Chairperson
NICK ALBERTI, Member
DONALD BROOKS, Member
HERMAN JONES, Member
MIKE SILVERSTEIN, Member
HECTOR RODRIGUEZ, Member
JAMES SHORT, Member

P-R-O-C-E-E-D-I-N-G-S

(4:30 p.m.)

CHAIRPERSON MILLER: Okay. The next case on our afternoon calendar is District located at 2473 18th Street, N.W., License No. 92742, in ANC-1C. Good afternoon.

MR. O'BRIEN: Madam Chair, I am Stephen O'Brien and I am counsel to the landlord, Showboat 2473 LLC.

CHAIRPERSON MILLER: Okay.

MR. O'BRIEN: And with me is Paul Reneau, R-E-N-E-A-U, who is the principal, a managing member of the landlord entity. So although we are here to talk about the District's license, neither Mr. Reneau or I represent District.

This matter was scheduled at my request. I know that the Board was briefed by staff as to the pending safekeeping application. And I wasn't confident, notwithstanding the diligent efforts of staff, that the message that I was trying to get

1 through was, in fact, getting through and
2 that's why we requested this hearing.

3 We thank staff for advancing the
4 request and we thank you for granting it.

5 CHAIRPERSON MILLER: Well, that's
6 great. We would like to hear directly from
7 you. I just would like to ask you, did you
8 have any communication with District, with the
9 licensee, you know, about this Fact-Finding
10 Hearing?

11 MR. O'BRIEN: About this Fact-
12 Finding Hearing, no.

13 CHAIRPERSON MILLER: No. Okay.
14 All right. Well, we will hear you.

15 MR. O'BRIEN: I don't think I have
16 to detail for the Board the history of the
17 District license and I can see by some facial
18 expressions, I'm correct that I don't have to.

19 The landlord has been -- is aghast
20 at this debacle as anybody else. And the
21 landlord wanted District out. And the
22 landlord negotiated with the principals of

1 District and got them to agree to leave and to
2 sign over the rights to the ABC License in
3 exchange for the landlord not chasing District
4 and its principals for, was it about six
5 months worth of back rent?

6 MR. RENEAU: Yes.

7 MR. O'BRIEN: About six months
8 worth of back rent. So what we -- District
9 has done is has left and we have submitted to
10 the Board with a safekeeping application a
11 lease termination agreement. District is
12 gone, never to come back.

13 On the way out, District was
14 required to sign a Transfer Consent Form. You
15 could ask whether District purchased the
16 license, well, certainly didn't write a check.
17 I'm sorry, whether the landlord purchased the
18 license, it certainly did not write a check to
19 District.

20 CHAIRPERSON MILLER: Right.

21 MR. O'BRIEN: What the landlord
22 did again is agree not to chase the District

1 principals for back rent.

2 CHAIRPERSON MILLER: Okay.

3 MR. O'BRIEN: Now, so what we are
4 intending -- now, the landlord will never
5 itself operate a business selling alcoholic
6 beverages there. This licensed location is
7 within a Moratorium Zone and the landlord
8 wishes to rent the premises to another
9 restaurant tenant to be identified.

10 And that part of the problem is in
11 identifying that tenant is the uncertainty of
12 the availability of an ABC License in this
13 Moratorium Zone.

14 CHAIRPERSON MILLER: Um-hum.

15 MR. O'BRIEN: So what we have done
16 is filed an application for safekeeping --

17 CHAIRPERSON MILLER: Right.

18 MR. O'BRIEN: -- of the license
19 under the control of the landlord pending the
20 filing by the incoming tenant of its own
21 transfer application with the Board.

22 Now, the disconnect that I

1 perceived and this could be my failure to read
2 events correctly was that the safekeeping
3 application did not constitute a transfer
4 application, in that there wasn't all of the
5 detail on the backgrounds of the landlord and
6 sample menus and business plans, but again,
7 the landlord is never going to do that.

8 Now, we have done exactly this
9 many times over the years and it is usually in
10 the context of a Moratorium Zone, because the
11 landlord needs or desires to have a license
12 available, so it can re-let the premises.

13 CHAIRPERSON MILLER: Um-hum.

14 MR. O'BRIEN: The alternative is
15 to re-let the premises for some other use,
16 which would require substantial expenditure of
17 funds for renovation of the physical plant and
18 things like that.

19 The -- we did exactly this less
20 than six months ago in the Reef case.

21 CHAIRPERSON MILLER: Which case?

22 MR. O'BRIEN: The Reef.

1 CHAIRPERSON MILLER: The Reef.

2 MR. O'BRIEN: The Reef.

3 CHAIRPERSON MILLER: Right. Okay.

4 MR. O'BRIEN: Okay. The Reef
5 license -- an agreement was reached. Let me
6 go back a step. In the Reef case, the license
7 was summarily suspended, because of an episode
8 of violence. The lessee licensee prevailed
9 upon the Board to be allowed to reopen and it
10 did for a very short period of time without
11 any incident.

12 But the landlord then persuaded
13 the Reef to give it up and shut it down and to
14 sign over the license rights to the landlord
15 and that's exactly what happened. Then an
16 incoming tenant came in and filed its own
17 transfer application.

18 Now, that was so -- it was a
19 distinct two-step process and if you look at
20 the Reef file, you will see the Transfer
21 Consent Form is not signed by the Reef entity.
22 It is signed by the landlord entity. So the

1 Reef can send it to transfer to the landlord
2 and then the landlord can send it to transfer
3 to the incoming tenant.

4 The reason that it may in some --
5 it may have seemed to have been a one-step
6 transaction is simply because the two things
7 happened so fast. And a successor tenant was
8 identified very quickly, but it was two
9 distinct transactions.

10 I will tell you we have in our
11 office at least two other safekeeping licenses
12 that are in the name of the landlord pending
13 transfer to a third-party, to be identified at
14 some point in the future. So I reiterate that
15 this is an established pattern and practice.

16 What I would like to describe it
17 as and several people have told me it's a good
18 analogy is sort of the license is in
19 purgatory. All right. In suspense, if you
20 will, but under the control of the landlord.
21 Any use of the license will require a full
22 blown transfer application by a successor.

1 CHAIRPERSON MILLER: Um-hum.

2 MR. O'BRIEN: So that's
3 essentially where we are and that's what we
4 are asking the Board to do is simply to
5 approve the safekeeping of the license in the
6 name of the landlord pending filing a transfer
7 application.

8 I will tell you that
9 notwithstanding the uncertainty of this
10 matter, the landlord did pay the renewal fees
11 for year two which were due by April 1st. The
12 landlord went into pocket for that, so as to
13 keep that -- the license in the air.

14 So that's essentially the posture
15 of the matter. And if I throw one other thing
16 in, we know that the District license -- the
17 New Year's Eve episode has been sent to the
18 Attorney General for possible prosecution.
19 Putting this license into safekeeping will not
20 preclude the Board from taking action against
21 it. We are simply trying to stabilize the
22 situation for the moment. Thank you.

1 CHAIRPERSON MILLER: Okay.

2 Questions? Mr. Alberti?

3 MEMBER ALBERTI: Mr. O'Brien, in
4 the Reef case, was there a formal transfer
5 from the Reef entity to the landlord?

6 MR. O'BRIEN: The exact same thing
7 happened. It's -- I hesitate to use the --

8 MEMBER ALBERTI: I know.

9 MR. O'BRIEN: -- word transfer.

10 MEMBER ALBERTI: But did the --

11 MR. O'BRIEN: -- but the Board --

12 MEMBER ALBERTI: -- Board approve
13 a transfer from -- just answer my question.
14 Did the Board approve a transfer from the Reef
15 to the landlord?

16 MR. O'BRIEN: The answer is the
17 Board approved safekeeping of the Reef license
18 in the name of the landlord.

19 MEMBER ALBERTI: And there was
20 never a transfer approved for the landlord?

21 MR. O'BRIEN: Not transferred to
22 the landlord.

1 MEMBER ALBERTI: What I'm asking--
2 that's fine.

3 MR. O'BRIEN: Yes.

4 MEMBER ALBERTI: There was not,
5 you're saying or there was?

6 MR. O'BRIEN: There was not.
7 It's --

8 MEMBER ALBERTI: Well, let me tell
9 you where I'm at and this is just me as one
10 Board Member. Not knowing the precedent or
11 not remembering the precedent, all right, I
12 was concerned that we had someone putting this
13 into safekeeping who isn't a licensee, namely
14 the landlord.

15 All right. Now, I see the
16 Transfer Consent Form and what I would have
17 been more comfortable with was seeing a formal
18 transfer to the landlord. Knowing what I
19 know, the landlord didn't intend to use it and
20 would probably transfer it again, but I was
21 looking for a formal transfer, so that the
22 entity who is asking for the safekeeping is on

1 record as being the owner, the licensee at
2 that point in time.

3 Now, you are saying there is
4 precedent for not doing that? I mean, do you
5 understand what I'm saying?

6 MR. O'BRIEN: I do and I think the
7 issue here is the word transfer.

8 MEMBER ALBERTI: Transfer in terms
9 of what --

10 MR. O'BRIEN: The way --

11 MEMBER ALBERTI: -- the Board --
12 an application, not control, but the actual
13 application that we have.

14 MR. O'BRIEN: Right. The transfer
15 application -- a full blown transfer
16 application --

17 MEMBER ALBERTI: Yeah.

18 MR. O'BRIEN: -- would require
19 information on Mr. Reneau.

20 MEMBER ALBERTI: Yeah.

21 MR. O'BRIEN: Okay. What I'm
22 saying is that has never been required in

1 these circumstances, because Mr. Reneau is not
2 going to sell liquor.

3 MEMBER ALBERTI: Okay. So you are
4 saying that in the Reef case it didn't happen
5 that way?

6 MR. O'BRIEN: No, I can give you
7 two others that are presently in safekeeping,
8 our clients. One is Red Fire Grill in
9 Georgetown, 3299, it's License No. 090419.
10 There a third-party a year ago purchased the
11 building from the tenant and with it went the
12 license.

13 Now, the landlord is not -- in
14 that case, it was an investment trust, I
15 believe. That landlord is not going to sell
16 liquor.

17 MEMBER ALBERTI: And the landlord
18 did not file for a transfer?

19 MR. O'BRIEN: No.

20 MEMBER ALBERTI: Did not file--

21 MR. O'BRIEN: He filed an
22 application for safekeeping, which was

1 approved by the Board on September 13th.

2 MEMBER ALBERTI: Yes, okay. I'm
3 listening.

4 MR. O'BRIEN: All right.

5 MEMBER ALBERTI: And the other
6 case?

7 MR. O'BRIEN: We have one in
8 Georgetown that has been there since 2006 n
9 the name of the landlord.

10 MEMBER ALBERTI: Okay.

11 MR. O'BRIEN: That's License No.
12 075733. It is Grace Bamboo, but -- which was
13 the last trade name, but it is -- if you look
14 at the file, you will see that it's under the
15 control of Cherches, C-H-E-R-C-H-E-S, LLC,
16 which is the landlord.

17 MEMBER ALBERTI: Okay. And they
18 never -- there was never a formal transfer
19 application and full blown transfer for that
20 one either, you're saying?

21 MR. O'BRIEN: There was not a full
22 blown transfer. There was an application for

1 safekeeping.

2 MEMBER ALBERTI: Okay.

3 MR. O'BRIEN: Which the Board
4 granted --

5 MEMBER ALBERTI: Okay.

6 MR. O'BRIEN: -- on September 27,
7 2006.

8 MEMBER ALBERTI: I mean, we can go
9 back and look at the record on these. We can
10 go back and look at the record, but that's
11 helpful to me.

12 MR. O'BRIEN: Yes.

13 MEMBER ALBERTI: Thank you.

14 MR. O'BRIEN: Sure.

15 CHAIRPERSON MILLER: Mr. Jones?

16 MEMBER JONES: Thank you, Madam
17 Chair. Mr. O'Brien, I just wanted to make
18 sure I'm completely understanding. So and
19 I'll say it this was, because as I'm often
20 reminded by our Chairperson just because we
21 did it before, doesn't mean we did it right.

22 So just because there is a

1 precedence, doesn't mean that that precedence
2 is legally correct. So I'm trying to
3 understand from a legal standpoint what is the
4 footing, the ground that we are on to be able
5 to move down this course of action? And
6 specifically what my concern is, as you stated
7 when you first came up to the table, you are
8 not representing the interests of District,
9 LLC.

10 And District, LLC, as what we have
11 in our records, is still the license holder.
12 Where is the transition that now makes that
13 license the ownership property of your client
14 and therefore gives you the ability to make
15 this action or bring forth this action to us?

16 MR. O'BRIEN: With the --

17 MEMBER JONES: Is that a fair
18 question?

19 MR. O'BRIEN: Very fair.

20 MEMBER JONES: Okay.

21 MR. O'BRIEN: With the safekeeping
22 application was filed a Transfer Consent Form.

1 MEMBER JONES: Okay.

2 MR. O'BRIEN: Whereby the District
3 entity consents to transfer the license to the
4 landlord.

5 MEMBER JONES: Okay.

6 MR. O'BRIEN: That's in the -- in
7 your file. There were two documents
8 submitted, I believe, with the safekeeping
9 application. One was proof that District is
10 gone and number two was proof that District
11 had consented to the transfer.

12 MEMBER JONES: But no action was
13 taken on the transfer?

14 MR. O'BRIEN: No action has been
15 taken yet and that, sir, is why we are here
16 today. But it's --

17 MEMBER ALBERTI: There is a
18 termination of a lease agreement in here also.

19 MR. O'BRIEN: There's also a
20 Transfer Consent Form.

21 CHAIRPERSON MILLER: Right.

22 MR. O'BRIEN: Is there not?

1 MEMBER ALBERTI: Right, right,
2 right. Yes, okay.

3 MR. O'BRIEN: Okay.

4 MEMBER ALBERTI: Gotcha.

5 MR. O'BRIEN: In answer to the
6 question about statutory authority --

7 MEMBER ALBERTI: Yes.

8 MR. O'BRIEN: -- the statute
9 requires or at a statute requires that "Any
10 license, the use of which is discontinued for
11 any reason, shall be surrendered to the Board
12 for safekeeping."

13 CHAIRPERSON MILLER: Um-hum.

14 MR. O'BRIEN: Now, the landlord as
15 a result of this Transfer Consent Form is the
16 beneficial owner of the license, of the
17 license rights, I should say, has control of
18 it. What the landlord is doing is complying
19 with the requirement that a license that is
20 not being used be put in safekeeping.

21 MEMBER JONES: Can I ask a
22 question?

1 CHAIRPERSON MILLER: Sure.

2 MEMBER JONES: So today we are
3 here and you are here before the Board for
4 exactly what do you expect to happen today?

5 MR. O'BRIEN: What I hope to
6 happen today --

7 MEMBER JONES: Bottom line?

8 MR. O'BRIEN: I would be so
9 presumptuous as to expect anything. But what
10 I hope happens today is the Board grants the
11 application for placing of this license in
12 safekeeping under the landlord's name to
13 remain there pending application by some
14 third-party for a full blown transfer of that
15 license to that third-party.

16 So the precise request is that the
17 application for safekeeping be granted.

18 MEMBER JONES: Is there a time
19 limit on that?

20 MR. O'BRIEN: I don't believe
21 there is a time limit on the Board to act on
22 an application unless we are talking about a

1 brand new application. I think the statute
2 requires what 90 days after the close of the
3 hearing.

4 MEMBER ALBERTI: No, I think the
5 question was, if I'm correct --

6 CHAIRPERSON MILLER: For
7 safekeeping.

8 MEMBER ALBERTI: -- time limit on
9 the safekeeping. He is asking is there a set
10 time limit?

11 MEMBER JONES: How long will this
12 happen?

13 MEMBER ALBERTI: Right. How long
14 would it be -- is there a limit to how long it
15 would be in safekeeping, was his question.

16 MEMBER JONES: Correct.

17 MR. O'BRIEN: Okay. And the
18 answer is no, unless the Board affirmatively
19 decided to ask what's going on. And I know
20 the Board has done that with several
21 Georgetown licenses.

22 CHAIRPERSON MILLER: Um-hum.

1 MR. O'BRIEN: Has said -- as I
2 said, we have had licenses in safekeeping for
3 10 years.

4 MEMBER JONES: That's going to
5 change.

6 MR. O'BRIEN: And if the Board
7 feels that it is somehow fallen into perpetual
8 safekeeping, the Board would convene a hearing
9 and, as I know was done recently with at least
10 one Georgetown license, decided to cancel it
11 after having given the license holder a fair
12 opportunity to explain what is going on.

13 So it would not at all be out of
14 line for say six months from now for the Board
15 to hold a hearing, that is if the transfer
16 application has not been filed, by a new
17 tenant.

18 CHAIRPERSON MILLER: Um-hum.

19 MR. O'BRIEN: And to say to the
20 landlord what is going on? Are you making any
21 progress towards finding a new tenant who
22 would be your transferee? That would be

1 perfectly appropriate, if the Board was so
2 inclined. I hope, sir, I have answered your
3 question.

4 MEMBER JONES: You have. Thank
5 you.

6 CHAIRPERSON MILLER: Mr. O'Brien,
7 so I mean this seems pretty clear to me, at
8 this point. And I don't know whether, you
9 know, things got a little fuzzy because there
10 are so many things going on with respect to
11 the District at one time, including the
12 referral to the Office of the Attorney
13 General.

14 MR. O'BRIEN: Sure.

15 CHAIRPERSON MILLER: But I would
16 just like to ask you just for fullness here to
17 elaborate on why putting -- if we approve the
18 application for safekeeping, it does not
19 affect the case that was referred to Office of
20 the Attorney General. If you have anything to
21 say on that?

22 MR. O'BRIEN: Well, I would love

1 to tell you that that somehow we would pull
2 the plug on that, because the license in
3 safekeeping under the landlord's name is no
4 good to the landlord if subsequently revoked
5 by the Board for misconduct.

6 But the statute does say that no
7 license shall be transferred while there is
8 charges pending against it.

9 CHAIRPERSON MILLER: Um-hum.

10 MR. O'BRIEN: Now, I think what
11 happened in the Reef case, and I just don't
12 know exactly what the Board's thinking was
13 because I wasn't in the room, was I was
14 advised by staff eventually in the Reef case
15 that a decision had been made not to go
16 forward with the Show Cause, because,
17 essentially, the Reef is out of business,
18 which is the maximum penalty you can impose,
19 so what's the point of it.

20 Does that answer it?

21 CHAIRPERSON MILLER: Well, I know.
22 I thought maybe that is the twist. So if I

1 heard you correctly, it sounded like you said
2 no license shall be transferred while a case
3 is pending.

4 MR. O'BRIEN: While charges are
5 pending.

6 CHAIRPERSON MILLER: While charges
7 are pending. So you are saying it's at the
8 step where we're approving a transfer as
9 opposed to approving putting an application
10 into safekeeping?

11 MR. O'BRIEN: Well, this gets back
12 to my exchange with Mr. Alberti.

13 CHAIRPERSON MILLER: I know there
14 is the later transfer.

15 MR. O'BRIEN: Yes, that's what I
16 call a transfer.

17 CHAIRPERSON MILLER: Right, right.

18 MR. O'BRIEN: Okay. What I'm
19 calling this is a safekeeping.

20 CHAIRPERSON MILLER: Okay.

21 MEMBER ALBERTI: Yeah. It's a
22 grey area, but --

1 CHAIRPERSON MILLER: Okay. Okay.

2 MEMBER ALBERTI: Can I --

3 MR. O'BRIEN: That's why I used
4 the term purgatory.

5 CHAIRPERSON MILLER: But that's
6 what you call it.

7 MEMBER ALBERTI: Well, Madam
8 Chair, I think that's something that the Board
9 needs to discuss --

10 CHAIRPERSON MILLER: Okay.

11 MEMBER ALBERTI: -- with its
12 attorneys.

13 CHAIRPERSON MILLER: I just wanted
14 to get his full view on that.

15 MEMBER ALBERTI: Yes.

16 CHAIRPERSON MILLER: So you feel
17 that the Transfer Consent Form is not what is
18 intended by no license being transferred while
19 charges are pending?

20 MR. O'BRIEN: The form is entitled
21 Transfer Consent, because it is the document
22 whereby any licensee relinquishes control of

1 the license to a third-party.

2 CHAIRPERSON MILLER: Um-hum.

3 MR. O'BRIEN: But the fact that a
4 form has the word --

5 CHAIRPERSON MILLER: Transfer.

6 MR. O'BRIEN: -- transfer on the
7 top, doesn't --

8 CHAIRPERSON MILLER: Right.

9 MR. O'BRIEN: -- equate, at least
10 in my mind, to a full blown transfer
11 application whereby we want to know where Mr.
12 Reneau was born and when.

13 CHAIRPERSON MILLER: Yes. Okay.
14 That helps. Yes, Mr. Alberti?

15 MEMBER ALBERTI: So, Mr. O'Brien,
16 in your view, what are the dis -- obviously,
17 we have this landlord and other landlords you
18 did not want to assume full control of the
19 license, did not want to go through the
20 transfer process. What's the disadvantage?

21 And there may be different
22 reasons, there may be the reasons for this

1 landlord are different than the other
2 landlord, but can you give me-- is there any
3 general disadvantage that you can enlighten us
4 with about that why a landlord would not want
5 to go through the transfer process?

6 MR. O'BRIEN: Because the landlord
7 is not going to sell alcoholic beverages. The
8 full blown transfer --

9 MEMBER ALBERTI: Yeah.

10 MR. O'BRIEN: -- requires a
11 business plan, essentially. What are your
12 hours of operation? Are you going to have a
13 summer garden? Are you going to have
14 entertainment? Those questions are simply not
15 applicable in this context where the landlord
16 doesn't intend to sell alcoholic beverages.

17 MEMBER ALBERTI: But those, all of
18 those conditions transfer from the old
19 license. I mean, in a transfer application
20 you don't have to tell us, I mean, the hours.
21 Just convey it. The entertainment endorsement
22 just conveys.

1 MR. O'BRIEN: And no substantial
2 change transfer, yes.

3 MEMBER ALBERTI: Right, right.

4 MR. O'BRIEN: But other transfers
5 are --

6 MEMBER ALBERTI: But that's an
7 option that they could implement would be a no
8 substantial change transfer.

9 MR. O'BRIEN: I don't know why the
10 Board would want to expend staff resources in
11 processing an application for someone who is
12 never going to sell alcoholic --

13 MEMBER ALBERTI: Okay.

14 MR. O'BRIEN: -- beverages.

15 MEMBER ALBERTI: Okay. Thank you.
16 You have answered my question. Thank you.

17 CHAIRPERSON MILLER: Okay. Mr.
18 Jones?

19 MEMBER JONES: Thank you, Madam
20 Chair. I understand where you are coming
21 from. I appreciate your position. So I guess
22 from an argumentative standpoint, I'm just

1 trying to understand what your position is on
2 this statement.

3 So I could look at a Transfer
4 Consent Form is the individual who owns the
5 license as their consent to transfer it
6 officially legally some time in the future.
7 It doesn't necessarily mean that this form in
8 and of itself is representative of the
9 transfer of ownership of said license from one
10 party to another.

11 The expectation is that there is
12 some other additional paperwork that has to
13 follow to substantiate the consent to transfer
14 it. And there is an established precedent for
15 that being the transfer application, i.e., the
16 full blown transfer application.

17 The legal aspect of the ownership
18 seems to be tied to the lease termination
19 agreement as more of a legal waiting, that I
20 would look at and say yes, this now decrees
21 ownership of said license from Party A to
22 Party B. Is that a fair assessment or do you

1 feel like I'm being unreasonable in my
2 interpretation?

3 MR. O'BRIEN: I think it is -- I
4 don't have any fault with the logic underlying
5 your question. It's a logical progression.

6 MEMBER JONES: Yes.

7 MR. O'BRIEN: Okay. But I think
8 the answer is that additional evidence that
9 you are looking for is already here in the
10 form of the lease termination agreement.

11 MEMBER JONES: Understood. Okay.

12 MR. O'BRIEN: All right. What
13 typically happens is a full blown -- we have
14 entered a new term here today, the full blown
15 transfer application contains only one piece
16 of paper signed by the transferor. It is that
17 single Transfer Consent Form. There is
18 nothing else in the full blown transfer
19 application signed by the transferor.

20 Now, what happens as a matter of
21 practice is the Board will not reissue the
22 license in the name of the transferee until it

1 sees things like a bill of sale and a
2 settlement statement, so as to satisfy itself
3 that the transaction actually was consummated.
4 Okay. That's the practice.

5 MEMBER JONES: Um-hum.

6 MR. O'BRIEN: All right. In this
7 case, we don't have a bill of sale. We don't
8 have a settlement statement. We have proof
9 here that the transaction has been
10 consummated. I would hope that all would,
11 rejoice perhaps is too strong of a word, be
12 pleased.

13 MEMBER SILVERSTEIN: Pleased.

14 MR. O'BRIEN: Thank you. Would be
15 pleased that the landlord so decisively acted
16 in this case at considerable financial expense
17 in the form of forgiveness of back rent to get
18 him to get out.

19 MEMBER JONES: Thank you for that.
20 Appreciate that.

21 CHAIRPERSON MILLER: Okay.
22 Anybody else have questions? Well, that was

1 great, Mr. O'Brien. Thank you for coming in
2 and explaining it.

3 MR. O'BRIEN: Sure.

4 CHAIRPERSON MILLER: And it seems
5 very clear, at this point.

6 MR. O'BRIEN: All right. Well,
7 thank you very much.

8 CHAIRPERSON MILLER: So we will
9 get on it pretty expeditiously.

10 MR. O'BRIEN: Thank you.

11 CHAIRPERSON MILLER: We will get
12 on it pretty expeditiously, maybe today.

13 MEMBER JONES: Whatever that
14 means.

15 CHAIRPERSON MILLER: We will get
16 on it expeditiously.

17 MR. O'BRIEN: And I appreciate
18 your giving me the opportunity to come in and
19 explain the license.

20 CHAIRPERSON MILLER: Yeah.

21 MR. O'BRIEN: Because whether one
22 agrees with my position or not, I feel

1 comfortable now it is understood.

2 CHAIRPERSON MILLER: Right, right.

3 MEMBER RODRIGUEZ: Thank you, sir.

4 CHAIRPERSON MILLER: Thank you.

5 MR. O'BRIEN: Thank you.

6 CHAIRPERSON MILLER: Okay. All
7 right.

8 MR. O'BRIEN: I'm not moving
9 because I've got the next case.

10 CHAIRPERSON MILLER: You're here
11 for the next case?

12 MEMBER SILVERSTEIN: You're here
13 for the next case.

14 CHAIRPERSON MILLER: Okay.

15 (Whereupon, the Fact-Finding
16 Hearing in the above-entitled matter was
17 concluded at 4:55 p.m.)

18

19

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21

22

<p>A</p> <p>ABC 4:2 5:12</p> <p>ability 16:14</p> <p>able 16:4</p> <p>above-entitled 33:16</p> <p>act 19:21</p> <p>acted 31:15</p> <p>action 9:20 16:5,15 16:15 17:12,14</p> <p>actual 12:12</p> <p>additional 29:12 30:8</p> <p>advancing 3:3</p> <p>advised 23:14</p> <p>affect 22:19</p> <p>affirmatively 20:18</p> <p>afternoon 2:4,6</p> <p>aghast 3:19</p> <p>ago 6:20 13:10</p> <p>agree 4:1,22</p> <p>agreement 4:11 7:5 17:18 29:19 30:10</p> <p>agrees 32:22</p> <p>air 9:13</p> <p>Alberti 1:16 10:2,3 10:8,10,12,19 11:1,4,8 12:8,11 12:17,20 13:3,17 13:20 14:2,5,10 14:17 15:2,5,8,13 17:17 18:1,4,7 20:4,8,13 24:12 24:21 25:2,7,11 25:15 26:14,15 27:9,17 28:3,6,13 28:15</p> <p>alcoholic 1:2,11,12 5:5 27:7,16 28:12</p> <p>allowed 7:9</p> <p>alternative 6:14</p> <p>analogy 8:18</p> <p>ANC-1C 1:7 2:6</p> <p>answer 10:13,16 18:5 20:18 23:20 30:8</p>	<p>answered 22:2 28:16</p> <p>anybody 3:20 31:22</p> <p>applicable 27:15</p> <p>application 2:20 4:10 5:16,21 6:3,4 7:17 8:22 9:7 12:12,13,15,16 13:22 14:19,22 16:22 17:9 19:11 19:13,17,22 20:1 21:16 22:18 24:9 26:11 27:19 28:11 29:15,16 30:15,19</p> <p>appreciate 28:21 31:20 32:17</p> <p>appropriate 22:1</p> <p>approve 9:5 10:12 10:14 22:17</p> <p>approved 10:17,20 14:1</p> <p>approving 24:8,9</p> <p>April 1:10 9:11</p> <p>area 24:22</p> <p>argumentative 28:22</p> <p>asking 9:4 11:1,22 20:9</p> <p>aspect 29:17</p> <p>assessment 29:22</p> <p>assume 26:18</p> <p>Attorney 9:18 22:12,20</p> <p>attorneys 25:12</p> <p>authority 18:6</p> <p>availability 5:12</p> <p>available 6:12</p> <p>B</p> <p>B 29:22</p> <p>back 4:5,8,12 5:1 7:6 15:9,10 24:11 31:17</p> <p>backgrounds 6:5</p> <p>Bamboo 14:12</p>	<p>believe 13:15 17:8 19:20</p> <p>beneficial 18:16</p> <p>Beverage 1:2,11,12</p> <p>beverages 5:6 27:7 27:16 28:14</p> <p>bill 31:1,7</p> <p>blown 8:22 12:15 14:19,22 19:14 26:10 27:8 29:16 30:13,14,18</p> <p>Board 1:2,12 2:18 3:16 4:10 5:21 7:9 9:4,20 10:11 10:12,14,17 11:10 12:11 14:1 15:3 18:11 19:3,10,21 20:18,20 21:6,8 21:14 22:1 23:5 25:8 28:10 30:21</p> <p>Board's 23:12</p> <p>born 26:12</p> <p>Bottom 19:7</p> <p>brand 20:1</p> <p>briefed 2:18</p> <p>bring 16:15</p> <p>BROOKS 1:17</p> <p>building 1:12 13:11</p> <p>business 5:5 6:6 23:17 27:11</p> <p>C</p> <p>C-H-E-R-C-H-E-S 14:15</p> <p>calendar 2:4</p> <p>call 24:16 25:6</p> <p>calling 24:19</p> <p>cancel 21:10</p> <p>case 2:4 6:20,21 7:6 10:4 13:4,14 14:6 22:19 23:11,14 24:2 31:7,16 33:9 33:11,13</p> <p>Cause 23:16</p> <p>certainly 4:16,18</p> <p>Chair 2:7 15:17</p>	<p>25:8 28:20</p> <p>Chairperson 1:13 1:16 2:3,10 3:5,13 4:20 5:2,14,17 6:13,21 7:1,3 9:1 10:1 15:15,20 17:21 18:13 19:1 20:6,22 21:18 22:6,15 23:9,21 24:6,13,17,20 25:1,5,10,13,16 26:2,5,8,13 28:17 31:21 32:4,8,11 32:15,20 33:2,4,6 33:10,14</p> <p>change 21:5 28:2,8</p> <p>charges 23:8 24:4,6 25:19</p> <p>chase 4:22</p> <p>chasing 4:3</p> <p>check 4:16,18</p> <p>Cherches 14:15</p> <p>Chloe 1:5</p> <p>circumstances 13:1</p> <p>clear 22:7 32:5</p> <p>client 16:13</p> <p>clients 13:8</p> <p>close 20:2</p> <p>COLUMBIA 1:1</p> <p>come 4:12 32:18</p> <p>comfortable 11:17 33:1</p> <p>coming 28:20 32:1</p> <p>communication 3:8</p> <p>completely 15:18</p> <p>complying 18:18</p> <p>concern 16:6</p> <p>concerned 11:12</p> <p>concluded 33:17</p> <p>conditions 27:18</p> <p>confident 2:20</p> <p>consent 4:14 7:21 11:16 16:22 17:20 18:15 25:17,21 29:4,5,13 30:17</p> <p>consented 17:11</p>	<p>consents 17:3</p> <p>considerable 31:16</p> <p>constitute 6:3</p> <p>consummated 31:3 31:10</p> <p>contains 30:15</p> <p>context 6:10 27:15</p> <p>control 1:2,11,12 5:19 8:20 12:12 14:15 18:17 25:22 26:18</p> <p>convene 21:8</p> <p>convey 27:21</p> <p>conveys 27:22</p> <p>correct 3:18 16:2 20:5,16</p> <p>correctly 6:2 24:1</p> <p>counsel 2:8</p> <p>course 16:5</p> <p>CR 1:7</p> <p>D</p> <p>D.C 1:13</p> <p>days 20:2</p> <p>debacle 3:20</p> <p>decided 20:19 21:10</p> <p>decision 23:15</p> <p>decisively 31:15</p> <p>decrees 29:20</p> <p>describe 8:16</p> <p>desires 6:11</p> <p>detail 3:16 6:5</p> <p>different 26:21 27:1</p> <p>diligent 2:21</p> <p>directly 3:6</p> <p>dis 26:16</p> <p>disadvantage 26:20 27:3</p> <p>disconnect 5:22</p> <p>discontinued 18:10</p> <p>discuss 25:9</p> <p>distinct 7:19 8:9</p> <p>District 1:1,6 2:5 2:16 3:8,17,21 4:1</p>
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